2423.

SUPREME COURT OF THE UNITED STATES.

No. 57.

GILBERT L. THOMPSON, PL'FF IN ERROR,

vs.

SELDEN, WITHERS & CO.

IN ERROR TO THE CIRCUIT COURT OF THE U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

INDEX.

	Original.	Print.
Writ of error	1	1
Citation	2	1
Appeal bond, copy of	4	2
Style of court	5	2
Parties	5	3
Capias ad respondendum	6	3
Marshal's return and def'ts appearance	7	3
Nar	8	4
Rule plea	13	5
Non-assumpsit, issue joined, and venire facias	14	6
Jury, verdict and damages	17	7
Judgment	18	7
Memorandum	19	7
Defendant's bill of exceptions	19	8
Writ of error produced	31	12
Clerk's certificate and seal	32	12

GIDEON, Print.

Writ of Error.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the Judges of the Circuit of the District of Columbia for the county of Washington, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said court before you, or some of you, between William Selden, John Withers, Robert W. Latham, and Lawrence P. Bain, plaintiffs, and Gilbert L. Thompson, defendant, a manifest error hath happened, to the great damage of the said defendant, as by his complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in said Supreme Court, to be then and there held; and that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court.

Issued this 21st day of June, 1856.

JNO. A. SMITH, *Cl'k.*

Citation.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to William Selden, John Withers, Robert W. Latham, and Lawrence P. Bayne, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday in December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the District of Columbia for the county of Washington, wherein Gilbert L. Thompson is plaintiff in error, and you are defendants in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the Hon. James Dunlop, chief judge of the circuit court of the District of Columbia, the 21st day of June, 1856.

Service acknowledged.

Copy of Appeal Bond.

Know all men by these presents, that we, Gilbert L. Thompson and William A. Bradley, of the city of Washington, are held and firmly bound unto William Selden, John Withers, Robert W. Latham, and Lawrence P. Bayne, in the full and just sum of five thousand dollars lawful money, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this twenty-first day of June, eighteen hundred and fifty-six.

Whereas lately at a circuit court of the District of Columbia, sitting for the county of Washington, in a suit depending in the said court, wherein the said William Selden, John Withers, Robert W. Latham, and Lawrence P. Bayne, were plaintiffs, and the said Gilbert L. Thompson was defendant; judgment was rendered against the said defendant, and he having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said William Selden, John Withers, Robert W. Latham, and Lawrence P. Bayne, citing and admonishing them to be and appear at a Supreme Court of the United States, on the first Monday in December next:

Now the condition of the above obligation is such, that if the said Gilbert L. Thompson shall prosecute his writ to effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

G. L. THOMPSON, [SEAL.]
W. A. BRADLEY. [SEAL.]

Signed, sealed and delivered in the presence of—

W. A. BRADLEY, JR.

Style of Court.

DISTRICT OF COLUMBIA, *to wit:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of March, being the twenty-fourth day of the same month, in the year of our Lord one thousand eight hundred and fifty-six, and of the independence of the United States the eightieth. Present, James Dunlop, chief judge; the hon. James Morsell, William M. Merrick, assistant judges; Jonah D. Hoover, esq., marshal; John A. Smith, clerk.

In the records of the proceedings of the said court, among others are the following, to wit:

Parties.

WILLIAM SELDEN, JOHN WITHERS, ROBERT W. LATHAM and LAWRENCE P. BAYNE,
vs.
GILBERT L. THOMPSON.

Be it remembered, that heretofore, to wit, on the 21st May, in the year of our Lord one thousand eight hundred and fifty-two, the said plaintiffs, by Robert Chilton, esq., their attorney, prosecuted and sued forth out of the circuit court here the United States writ of capias ad respondendum, directed to the said marshal of the District aforesaid, in the words and of the tenor following, to wit:

Capias ad Respondendum.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the Marshal of the District of Columbia, greeting:

We command you, that you take Gilbert L. Thompson, late of Washington county, if he shall be found within the county of Washington in your said district, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the third Monday of October next, to answer unto William Selden, John Withers, Robert W. Latham and Lawrence P. Bayne, in a plea of trespass on the case, and so forth; hereof fail not at your peril, and have you then and there this writ.

Witness W. Cranch, esquire, chief judge of our said court, at the city of Washington, the 17th day of May, anno Domini one thousand eight hundred and fifty-two.

Issued the 21st day of May, 1852.

LINTON. JOHN A. SMITH, *Clerk.*

Marshal's Return and Appearance of Def't.

At which mentioned third Monday of October, in the year 1852, being the day of the return of the foregoing writ, comes into the court here the said plaintiffs by their attorney aforesaid; and the marshal of the District of Columbia aforesaid, to whom the foregoing writ was in form aforesaid directed, makes return thereof to the court here thus endorsed, to wit:

"Cepi.—R. Wallach, Marshal."

And the said defendant, being called, appears in court here by Richard S. Coxe, esq., his attorney, and thereupon, on motion of the said defendant by his said attorney, it is ruled by the court here that the said plaintiff declare against the said defendant in the plea aforesaid, or judgment of the court here will be rendered against them in default thereof. Whereupon the said plaintiffs, by their attorney aforesaid,

pray leave of the court here to imparle until the fourth Monday of March next, and then to declare against the said defendant, and to them it is granted; the same day is given to the defendant also.

At which fourth Monday of March, in the year 1853, comes again into the circuit court here as well the said plaintiffs by their attorney aforesaid as the said defendant by his attorney aforesaid. And thereupon the said plaintiffs, by their attorney aforesaid, declared against the said defendant in form following, to wit:

Nar.

DISTRICT OF COLUMBIA,
Washington County, to wit:

Gilbert L. Thompson, late of Washington county, gentleman, was attached to answer unto William Selden, John Withers, Robert W. Latham and Lawrence P. Bayne, bankers, doing business under the firm of Selden, Withers and Company, in a plea of trespass on the case, and so forth.

And whereupon, the said plaintiffs by John A. Linton, their attorney, complain, that whereas heretofore, to wit, on the 12th day of April, in the year of our Lord eighteen hundred and fifty-one, at the county aforesaid, said defendant made his certain note in writing commonly called a promissory note, his own proper handwriting being thereunto subscribed, bearing date the day and year aforesaid; and thereby, thirty days after the date thereof, promised to pay to William A. Bradley, or order, the full and just sum of fifteen hundred dollars cents, current money of the United States, for value received, and then and there delivered the said note to the said William A. Bradley; and the said William A. Bradley, to whom or to whose order the payment of the said sum of money in the said note mentioned was to be made, afterwards, and before the payment thereof, and before the time limited in the said note for the payment thereof, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said note, his own proper handwriting being thereon subscribed, and thereby ordered and appointed the said sum of money in the said note mentioned to be paid to the said plaintiffs, and then and there delivered the said note so endorsed to plaintiffs.

And whereupon said plaintiffs, by John A. Linton, attorney, complain, that whereas heretofore, to wit, on the seventh day of May, in the year of our Lord eighteen hundred and fifty-one, at Washington, at the county aforesaid, Gilbert L. Thompson made his certain note in writing, commonly called a promissory note, his own proper handwriting being thereunto subscribed, bearing date the day and year aforesaid, and thereby, sixty days after the date thereof, promised to pay to William A. Bradley, by the name of William A. Bradley, or order, the full and just sum of five hundred dollars cents, current money of the United States, for value received, and then and there delivered the said note to the said William A. Bradley, and the said

William A. Bradley, to whom, or to whose order the payment of the said sum of money, in the said note mentioned, was to be made, afterwards and before the payment thereof, and before the time limited in the said note for the payment thereof, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said note, his own proper handwriting being thereon subscribed, and thereby ordered and appointed the said sum of money, in the said note mentioned, to be paid to the said plaintiffs, and then and there delivered the said note so endorsed to plaintiffs.

By reason whereof, and by force of the statute in such case made and provided, the said defendant became liable to pay the said sum of money in the said note mentioned to the said plaintiffs, according to the tenor and effect of the same, and the said endorsement thereon; and being so liable in consideration thereof, then and there undertook, and promised to pay the same to the said plaintiffs, according to the tenor and effect thereof, and the endorsement thereon, whenever afterwards he should be thereto requested.

And whereas the said defendant afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, was indebted unto the said plaintiffs in another sum of fifteen hundred dollars, like money, for the like sum of money by the said plaintiffs to and for the use of the said defendant before that time paid, laid out and expended, at the special instance and request of the said defendant, and for other money by the said plaintiffs before that time lent and advanced to the said defendant at his special instance and request; and for other money by the said defendant before that time had and received to the use of the said plaintiffs, and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, at the same day and year aforesaid, at the county aforesaid, undertook and promised the said plaintiffs to pay the said last mentioned sum of money, when afterwards he should be thereunto required.

Yet the said defendant, the said several sums of money herein mentioned, or any part thereof, (although often thereto requested, to wit, on the day and year aforesaid, at the county aforesaid, and often afterwards,) has not paid, but the same or any part thereof to pay has hitherto wholly refused and still does refuse, to the damage of the said plaintiffs in the sum of four thousand dollars current money, and therefore they bring suit, and so forth.

Pledges, &c. JOHN DOE, and
RICHARD ROE.

For the plaintiff, JOHN A. LINTON.

Rule plea.

Thereupon, on motion of the said plaintiffs by their attorney aforesaid, it is ruled by the court that the said defendant answer to the declaration aforesaid of the said plaintiffs, in the plea aforesaid, or judgment by the court will be rendered against him in default thereof.

And the said defendant, by his attorney aforesaid, defends the force and injury, when, and so forth; and prays leave of the court here to imparle until the third Monday of October next, and then to answer to the declaration aforesaid of the said plaintiffs, in the plea aforesaid; and to him it is granted. And the same day is given to the aforesaid plaintiffs also.

October Term, 1853.

And now, to wit; the said third Monday of October, 1853, to which day the said defendant had leave to imparle, and then to answer to the declaration aforesaid of the said plaintiffs, in the plea aforesaid, comes again into court as well the said plaintiffs by their attorney aforesaid, as the said defendant by his attorney aforesaid.

Non-assumpsit—Issue joined—Venire Facias.

And the said defendant by his attorney aforesaid, as before, defends the force and injury, when, and so forth; and saith that he did not assume upon himself in manner and form as the aforesaid plaintiffs above against him have complained, and of this he puts himself upon the country, and the said plaintiffs in like manner, and so forth. Therefore let a jury thereon appear before the country here, on the fourth Monday of March next, by whom, and so forth, and who neither, and so forth; to recognise, and so forth, because as well, and so forth; and the same day is given to the parties aforesaid, then and there, and so forth.

March Term, 1854.

At which said fourth Monday of March, 1854, come again into court here, as well the said plaintiffs by their attorney aforesaid, as the said defendant by his attorney aforesaid; thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of said parties by their attorney aforesaid, is continued until the third Monday of October next.

Octo. Term, 1854.

And now, to wit, the said third Monday of October, in the year 1854, come again into court here, as well the said plaintiffs as the said defendants, by their attorneys aforesaid, and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of said parties by their attorney aforesaid, is continued until the fourth Monday of March next.

March Term, 1855.

And now, to wit, the said fourth Monday of March, in the year 1855, come again into court here as well the said plaintiffs, as the said defendants, by their attorneys aforesaid, and thereupon further process of and upon the premises aforesaid is continued until the third of October next.

Octo. Term, 1855.

And now, to wit, the said third Monday of October, in the year 1855, come again into court here, as well the said plaintiffs as the said de-

fendant, by their attorney aforesaid, and thereupon further process of and upon the premises aforesaid is continued until the fourth Monday of March next.

And now, to wit, the said fourth Monday March, in the year 1856, come again into court here as well the said plaintiffs as the said defendant, by their attorneys aforesaid; whereupon for trying the issue aforesaid, it is ordered by the court here that twelve persons from the panel of petit jurors, returned to the court here by the marshal of the District of Columbia aforesaid, be called, who being called come, to wit:

Jury.

Reuben Worthington,	Daniel Lightfoot,
James Barnard,	Thomas A. Gholson,
Wilson E. Brown,	David A. Gardner,
George M. Sotheron,	John J. Mulloy,
John Knowles,	Michael R. Coombs,
John Harrison,	John P. Murphy.

Verdict.

Who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the said defendant did assume upon himself in manner and form as the said plaintiffs above against him have declared.

Damages.

And they assess the damages of the said plaintiffs sustained by occasion of the non-performance of the promise and assumption aforesaid, to the sum of two thousand dollars, with interest on fifteen hundred dollars, part thereof, from the fifteenth May, 1851, and on five hundred dollars, the other part thereof, from the ninth day of July, one thousand eight hundred and fifty-one, and three dollars and fifty cents costs of protest.

Judgment.

Whereupon it is considered by the court here, that the said plaintiffs recover against the said defendant, as well the said sum of two dollars damage, with interest on fifteen hundred dollars, part thereof, from the fifteenth day of May, eighteen hundred and fifty-one; and interest on five hundred dollars, the other part, from the ninth day of July, eighteen hundred and fifty-one, and three dollars and fifty cents costs of protest, their damages aforesaid, in form aforesaid assessed, to be sustained by occasion of the non-performance of the promises, and assumption aforesaid of the sum of by the court here unto the said plaintiffs on their assent adjudged, for their costs and charges by them about their suit in that behalf laid out and expended; and the said defendant, in mercy, and so forth.

Test: JNO. A. SMITH, *C'lk.*

Memorandum.—Before the swearing of the jury aforesaid, the said defendant, by his attorney aforesaid, filed in court here the following bill of exceptions:

Defendant's Bill of Exceptions.

CIRCUIT COURT, *Washington County.*

SELDEN, WITHERS & Co.,
vs.
GILBERT L. THOMPSON.

It having been agreed, that the three cases between these parties should be tried together, on the third day of April, 1856, before the jury was sworn, the defendant filed the affidavit hereto annexed, marked No. 1, (copied in page nineteen,) and served upon the attorney and counsel of the plaintiffs the notice hereto annexed, marked No. 2, (copied on page twenty-one,) and in pursuance of said notice, and on the foundation of said affidavit, moved the court as is notified under and by said notice. But the court refused to make the said order as asked. On the following day the said defendant, to obviate an objection taken and sustained by the court, filed as the court had suggested a further affidavit, No. 3, (copied on page twenty-three) in support of such his motion and application, which were then reserved, when the court again refused to grant the motion. On both days the plaintiffs opposed the motion. On the trial of the cases, and after the jury was sworn, the same motion was renewed upon the same grounds and affidavits, when the court again refused to grant said motion. And afterwards, and before the jury was empannelled in said cases, the defendant, by his attorney and counsel, served upon the attorney and counsel for plaintiffs the notice dated May 19th, 1856, No. 4, (copied on page twenty-five,) as also a subpœna duces tecum, addressed to Samuel Chilton, esquire, attorney and counsel for plaintiffs, requiring him to produce on the trial the papers described in the annexed paper, which paper so annexed was a copy of the above notice, No. 4, (copied on page twenty-six,) which subpœna was returned by the Marshal, "Summoned, J. D. Hoover, Marshal;" No. 5 and No. 6; and upon the said Chilton's refusal to produce said books as described, the counsel for defendant filed the two affidavits marked No. 7, (copied on page twenty-eight,) moved the court to continue said cases until the said books, &c., should be produced, which motion was also refused by the court, the trial ordered to proceed, and the jury to be sworn. To each and every of said rulings by the court, the defendant by his counsel excepts, and prays the court to seal this bill of exceptions, which is accordingly done in pursuance of the statute in such case made and provided, this twenty-second day of May, anno Domini, 1856.

JAMES DUNLOP, [SEAL.]
JAMES S. MORSELL, [SEAL.]
WILLIAM M. MERRICK. [SEAL.]

Affidavit—No. 1 *referred to in Defendant's Exceptions, page* 17.

SELDEN, WITHERS & Co.,
vs.
GILBERT L. THOMPSON.

The defendant in the above entitled action makes oath according to law, that he cannot go to the trial of the same without certain books and papers in the possession, control or custody of the said plaintiffs, a particular description of which is given in the notice served by him on said plaintiffs, a true copy whereof is herewith filed, and the service of the same duly acknowledged.

That a discovery of the facts contained in said books and papers is absolutely necessary to show the true consideration given by the plaintiffs for the said notes in this action filed and claimed by the plaintiffs, and without this he has no adequate means of showing and proving the said consideration.

Sworn to in open court.

Test: JNO. A. SMITH, *Cl'k.*

3d April, 1856.

Affidavit—No. 2, *referred to in Defendant's Exceptions, page* 17.

In the Circuit Court of the District of Columbia, Washington County.

SELDEN, WITHERS & Co.
vs.
GEORGE L. THOMPSON. } No. 100—Trials to March Term.

The plaintiffs in the above entitled action are hereby notified and required on the trial of the same to produce the discount books, by whatsoever name the same may be called, being the books of Rob't Latham, and of Selden, Withers & Co., showing the discounts made by that firm from the year 1849 to 1851, of any note or notes made or endorsed by the said defendant, particularly the notes now in suit in this action, and each and every note preceding the said note, and of which the notes now in suit in this cause are renewals or continuances.

Also the book and books of the said firm in which are entered the proceeds of the discount of each and every note made or endorsed by said defendant, and discounted by the said firm during the period aforesaid.

Also the book and books containing the account of said defendant with the said firm during the same period of time.

And also each and every check or order for the payment of money drawn by defendant or written by any other person, upon and by which any charges were made against the said defendant on the books of the said firm during the said period of time.

Also all notes made or endorsed by defendant during the same period of time, and discounted by the said firm, and not entered on the books thereof, and each and every memorandum or loose paper relating to the said last mentioned notes, and to each and every of them.

And that unless said books, papers, writings, notes, checks and memoranda are produced before the trial of said cause, the said defendant will move the said court for a nonsuit thereon, or for a like judgment for the defendant as in cases of nonsuit.

COXE & WALLACH.

Service acknowledged, reserving all exceptions. April 3d, 1856.

CHILTON & DAVIDGE.

Affidavit—No. 3, *referred to in Defendant's Exceptions, page* 18.

SELDEN, WITHERS & Co. vs. GILBERT L. THOMPSON. } No. 100—Trials.

The said defendant further deposes and says, that he is advised by his counsel, and verily believes, that he cannot safely go to trial without the exhibition by plaintiffs of the books, vouchers and papers mentioned and described in the notice served upon the plaintiffs' attorney. That the transactions between the said plaintiffs and this affiant were numerous and have become very complicated, embracing several notes upon which suits are pending against him and his endorser, William A. Bradley; that upon an investigation of the said accounts and papers, he believes that it will appear that some of these notes are renewals of preceding notes, although others have been substituted for them were not delivered up to the defendant, but that suits have been brought as above stated, both upon the preceding as well as the notes given in renewal thereof. That he believes that the said books and documents so required will, if produced, show that one of the notes on which this suit is brought has been in part paid, and that said books and papers will show an extent and complication of accounts which will require a reference of all the cases to our auditor for the purpose of showing the exact amount of indebtment, if any now existing. That the entries in the bank books of affiant are imperfect, and insufficient to enable him to make out his defence to the whole or perhaps any part of said claims against him. That affiant has caused subpœnas duces tecum to be issued out of this court, directed to the persons who were in the employ of the said plaintiffs as cashier, bookkeeper, &c., and who continued to act as such to the trustees until during the present week, as this affiant believes, but this affiant has heard and believes that the said books, &c., are no longer in the possession or control of said witnesses, but have been removed from their custody, and taken beyond the jurisdiction of this court, and that the said witnesses could not now, without having said books and accounts to refer to, give such evidence as to facts and dates as this defendant confidently believes they would be able to give if said books and accounts were before them.

Sworn to in open court by G. L. Thompson, the defendant.

Test: JNO. A. SMITH, *Clerk.*

4th April, 1856.

Affidavit—No. 4, referred to in Defendant's Exceptions, page 18.

CIRCUIT COURT, D. C.,
Washington County.

SELDEN, WITHERS & Co.
vs.
GILBERT L. THOMPSON. } Several Cases.

SAME
vs.
WILLIAM A. BRADLEY. } Several Cases.

SIR: You are hereby required to produce on the trial of the above cases, and each of them, the books thus described: the "discount books," the "discount ledger," and cash-book and individual ledger of said plaintiffs, from the 1st January, 1851, till 1st August, same year.

Very respectfully,
Yours, &c.,
RICHARD S. COXE,
Att'y for Defend'ts.
JOS. H. BRADLEY,
Att'y for W. A. Bradley.

May 19th, 1856.

SAMUEL CHILTON, Esq.,
Att'y for Plff's in each of said cases.

Service acknowledged.

SAM'L CHILTON.

19th May, 1856.

No. 5—referred to in Defendant's Exceptions, page 19.

Court Term.

You are hereby commanded to summon Sam'l Chilton, and direct him to bring the papers on the annexed paper, that he be and appear before the court here immediately as witness for Gilbert L. Thompson, at suit of Selden, Withers & Co.

Issued 20th day of May, 1856.

By order: JNO. A. SMITH, *Clerk.*

To the MARSHAL OF THE DISTRICT OF COLUMBIA.

Returned by the marshal: "Summoned."

No. 6—referred to in Defendant's Exceptions, page 19.

CIRCUIT COURT, *Washington County.*

SELDEN, WITHERS & Co.
vs.
GILBERT L. THOMPSON.

SAME
vs.
W. A. BRADLEY.

SIR: You are hereby required to produce on the trial of the above cases, and each of them, the books thus described: the "discount books," "discount ledger and cash-books and individual ledger" of said plaintiffs, from the 1st January, 1851, till 1st August, same year.

Very respectfully,
Yours, &c.,
RICHARD S. COXE,
Att'y for Defd'ts.

May 19th, 1856.

JOS. H. BRADLEY,
Att'y for Wm. Bradley.

SAMU'L CHILTON,
Att'y for Plff's in each of said cases.

(Copy.)

Service acknowledged.

SAM'L CHILTON.

19th May, 1856.

No. 7—referred to in Defendant's Exceptions, page 19.

On Friday last I met Mr. Chilton by appointment at the late banking house of Selden, Withers & Co., to inspect the books of that firm, in relation to the discounts of Gilbert L. Thompson. I found in those books, handed to me for inspection by Mr. Chilton, some facts in relation to the claims against Mr. Thompson, which seemed to me to be material in his defence. The books referred to are those described in the notice served on Mr. Chilton.

WM. A. BRADLEY.

Washington City, 20th May, 1856.

Sworn to in open court.
Test: JOHN A. SMITH, *C'lk.*
20th May, 1856.

Gilbert L. Thompson, being sworn, says that he called with Wm. A. Bradley as stated; that he also examined the ledger and some other books of accounts of the firm Selden, Withers & Co., all of which were under the control of and produced by Mr. Chilton. This deponent then and there found several entries and statements important and material to this deponent's defence.

G. L. THOMPSON.

Sworn to in open court.
Test: JOHN A. SMITH, *C'lk.*
20th May, 1856.

And whereas, afterwards, to wit, on the twenty-first day of June, in the year eighteen hundred and fifty-six, the said defendant, by his attorney aforesaid, produced and filed in court here the United States writ for the correcting of errors upon the judgment aforesaid, directed

to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, are hereby transmitted to the Supreme Court accordingly.

[SEAL.] In testimony whereof, I have hereto subscribed my name, and affixed the seal of the said court, this 25th day of August.

JOHN A. SMITH, *C'lk.*